

BILL NO. S-94-04-19

SPECIAL ORDINANCE NO. S-28-94

AN ORDINANCE of the Common Council  
of the City of Fort Wayne, Indiana  
approving execution of lease and  
matters related thereto.

WHEREAS, this Common Council has previously examined  
and approved a form of Lease with the Fort Wayne  
Communications Leasing Corp. (the "Corporation"); and

WHEREAS, notice of a public hearing on the proposed  
Lease was given by publication in The News-Sentinel and  
The Journal-Gazette as required by law and said hearing  
has been held at this meeting in conformance with the  
notice.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL  
OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. Providing for the financing, acquisition  
and installation of the telecommunications equipment  
described in the Lease by the Corporation and the leasing  
of the same to the City, as Lessee, is in the public  
interest of the citizens of this City, and it is a proper  
public purpose for which this Common Council agrees to  
cooperate with the Corporation and to assist it in  
fulfilling the requirements of all agencies of federal,  
state and city government.

SECTION 2. The specifications and estimates for  
the cost of such equipment provide for necessary  
facilities for the City and the same are approved.

SECTION 3. The proposed Lease with the  
Corporation, as Lessor, provides for a fair and  
reasonable rental, and further, the execution of the  
Lease is necessary and wise.

SECTION 4. The City Clerk is authorized and  
directed to initial and date a copy of the proposed Lease  
and to place the same in the record book immediately  
following the minutes of this meeting, and further, the

1 Lease is hereby made a part of this Ordinance as fully as  
2 if the same were set forth herein.

3 SECTION 5. The Mayor is authorized and directed to  
4 execute the Lease on behalf of the City.

5 SECTION 6. The Mayor, Controller, City Clerk and  
6 other officials of the City are authorized to execute all  
7 necessary certifications, documents and instruments in  
8 connection with the Lease.

9 SECTION 7. An annual tax levy shall be authorized  
10 in each year during the term of the Lease to provide the  
11 necessary funds with which to pay the rent under the  
12 Lease.

13 SECTION 8. The Controller is authorized and  
14 directed to publish notice of execution of the Lease as  
15 required by law.

16 SECTION 9. The issuance, sale and delivery by the  
17 Corporation of bonds to be designated as Fort Wayne  
18 Communications Leasing Corp. Equipment Bonds of 1994, in  
19 the aggregate principal amount of approximately  
20 \$1,615,000.00, is hereby approved.

21 SECTION 10. Upon the redemption or retirement of  
22 the Bonds, the Lessee will accept from the Corporation  
23 title to such equipment, including any additions thereto,  
24 free and clear of any and all liens and encumbrances  
25 thereon except as otherwise permitted by the Lease.

26 SECTION 11. The Corporation may issue, sell and  
27 deliver such Bonds, pursuant to the applicable laws of  
28 the State of Indiana, may encumber any property acquired  
29 by it for the purpose of financing such equipment, and  
30 may enter into contracts for the sale of the Bonds and  
31 the acquisition and installation of such equipment.  
32

SECTION 12. The Board of Directors and officers of  
the Corporation, consisting of the following-named  
individuals, is hereby approved: Thomas B. Summers,  
President; Michael Reba, Vice President; and O.  
Roderick Wilson, Secretary-Treasurer.

Clitus R Edmonds  
Council Member

APPROVED AS TO FORM  
AND LEGALITY

J. Timothy McCaulay  
J. Timothy McCaulay  
City Attorney

Read the first time in full and on motion by Edmonds, seconded by \_\_\_\_\_, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Common Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.T.

DATED: 4-12-94

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Edmonds, seconded by \_\_\_\_\_, and duly adopted, placed on its passage. PASSED LOST by the following vote:

|             | AYES     | NAYS | ABSTAINED | ABSENT   |
|-------------|----------|------|-----------|----------|
| TOTAL VOTES | <u>5</u> |      | <u>1</u>  | <u>3</u> |
| BRADBURY    |          |      | <u>✓</u>  |          |
| EDMONDS     | <u>✓</u> |      |           |          |
| GiaQUINTA   |          |      |           | <u>✓</u> |
| HENRY       |          |      |           | <u>✓</u> |
| LONG        |          |      |           | <u>✓</u> |
| LUNSEY      | <u>✓</u> |      |           |          |
| RAVINE      | <u>✓</u> |      |           |          |
| SCHMIDT     | <u>✓</u> |      |           |          |
| TALARICO    | <u>✓</u> |      |           |          |

DATED: 4-26-94

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK  
Madge E. Schopp, Deputy Clerk

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)

(SPECIAL) (ZONING) ORDINANCE RESOLUTION NO. S-28-94  
on the 26th day of April, 1994

ATTEST:

(SEAL)

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK  
Madge E. Schopp, Deputy Clerk

Don J. Schmitter  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 27th day of April, 1994, at the hour of 2:00 o'clock P. M., E.S.T.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK  
Madge E. Schopp, Deputy Clerk

Approved and signed by me this 22 day of May, 1994, at the hour of 9:45 o'clock P. M., E.S.T.

PAUL HELMKE  
PAUL HELMKE, MAYOR

---

LEASE

by and between

FORT WAYNE COMMUNICATIONS LEASING CORP.

and

CITY OF FORT WAYNE, INDIANA

Dated as of \_\_\_\_\_, 1994

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## LEASE

THIS LEASE ("Lease"), entered into as of this \_\_\_\_ day of \_\_\_\_\_, 1994, by and between the Fort Wayne Communications Leasing Corp., an Indiana corporation ("Lessor"), and the City of Fort Wayne, Indiana, a municipal corporation existing under the laws of the State of Indiana ("Lessee");

WITNESSETH:

In consideration of the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. EQUIPMENT, TERM AND WARRANTY.

(a) Lessor does hereby lease, demise and let to Lessee certain equipment and personal property located at various locations in Fort Wayne, Indiana, described in Exhibit A attached hereto and made a part hereof, which consists of a "system" as defined in Indiana Code Section 36-1-10-2 to be acquired and installed thereon by Lessor, together with all replacements thereof (such equipment, personal property and replacements thereof, collectively, the "Equipment"), to have and to hold the same, with all rights and privileges thereunto belonging, for a term of seven and one-half (7-1/2) years, beginning on the date the acquisition of the Equipment, or a discrete, functional part thereof, is complete and such Equipment is ready for use, and ending on the day prior to such date seven and one-half (7-1/2) years thereafter. THE LESSEE ACCEPTS THE EQUIPMENT FROM LESSOR AS IS.

(b) Notwithstanding the foregoing, the term of this Lease will terminate at the earlier of (x) the exercise by the Lessee of the option to purchase the Equipment and the payment of the option price, or (y) the payment or defeasance of all bonds issued (i) to finance the cost of the Equipment, (ii) to refund such bonds, (iii) to refund such refunding bonds, or (iv) to improve the Equipment.

(c) The date the acquisition of the Equipment, or a discrete, functional part thereof, is complete and such Equipment is ready for use shall be endorsed on this Lease at the end hereof in the form of Exhibit D attached hereto by the parties hereto as soon as the same can be done after such date. An opinion or report of an independent expert that the acquisition of the Equipment, or a discrete, functional part thereof, is complete and such Equipment is ready for use is conclusive and binding on the parties.

(d) Lessor hereby represents that it is possessed of, or will acquire, good title to the Equipment, and Lessor warrants and will defend the same against all claims whatsoever not suffered or caused by the acts or omissions of Lessee or its assigns.

2. RENTAL PAYMENTS.

(a) Lessee agrees to pay rental for the Equipment at the rate during the term of this Lease specified on the Rental Schedule attached hereto as Exhibit B. The first rental installment shall be due on the day that the acquisition of the Equipment, or a discrete, functional part thereof, is complete and such Equipment is ready for use, or January 12, 1995, whichever is later, in an amount which provides for rental at the rate so specified from such date until the first July 12 or January 12 following such date. Thereafter, such rental shall be payable in advance in semi-annual installments on January 12 and July 12 of each year. The last semi-annual rental payment due before the expiration of this Lease shall be adjusted to provide for rental at the yearly rate so specified from the date such installment is due to the date of the expiration of this Lease. All rentals payable under the terms of this Lease shall be paid by Lessee to the trustee (the "Trustee") under the trust indenture (the "Indenture") securing the bonds (the "Bonds") to be issued by Lessor to provide funds for the Equipment. All payments so made by Lessee shall be considered as payments to Lessor of the rentals payable hereunder.

(b) After the sale of the Bonds, the annual rental shall be reduced to an amount equal to the multiple of One Thousand and no/100 Dollars (\$1,000.00) next higher to the sum of principal and interest due in each twelve (12) month period commencing each year on January 12 payable in semi-annual installments. Such amount of adjusted rental shall be endorsed on this Lease at the end hereof in the form of Exhibit C attached hereto by the parties hereto as soon as the same can be done after the sale of the Bonds.

3. ADDITIONAL RENTAL PAYMENTS. Lessee shall pay as further rental for the Equipment all taxes and assessments levied against or on account of the Equipment or the receipt of lease rental payments hereunder. Any and all such payments shall be made and satisfactory evidence of such payments in the form of receipts shall be furnished to Lessor by Lessee at least three (3) days before the last day upon which the same must be paid to avoid delinquency. In case Lessee shall in good faith desire to contest the validity of any such tax or assessment, and shall so notify Lessor, and shall furnish bond with surety to the approval of Lessor for the payment of the charges so desired to be contested and all damages or loss resulting to Lessor from the non-payment thereof when due, Lessee shall not be obligated to pay the same until such contests shall have been determined. The Lessee shall pay as further rental the amount calculated by or for the Trustee as the amount required to be paid to the United States Treasury, after taking into account other available moneys, to prevent the Bonds from becoming arbitrage bonds under Section 148 of the Internal Revenue Code of 1986, as amended (the "Code").

4. DAMAGE TO EQUIPMENT; ABATEMENT OF RENT. In the event the Equipment is partially or totally destroyed, whether by fire or any other casualty, so as to render the same unfit, in whole or part, for use by Lessee, (x) it shall then be the obligation of Lessor to restore or replace the Equipment as promptly as may be done, unavoidable causes beyond the control of Lessor excepted; provided, however, that Lessor shall not be obligated to expend on such restoration or replacement more than the amount of the proceeds received by Lessor from the insurance provided for in Section 6 hereof, and provided further, Lessor shall not be required to restore or replace the Equipment if Lessee instructs Lessor not to undertake such work because Lessee anticipates that the cost of such work exceeds the amount of insurance proceeds and other amounts available for such purpose, and the rent shall be abated for the period during which the

Equipment or any part thereof is unfit for use by Lessee, in proportion to the percentage of the Equipment which is unfit for use by Lessee.

5. OPERATION, MAINTENANCE AND REPAIR; ALTERATIONS; PERSONAL PROPERTY. Lessee shall operate, maintain and repair the Equipment during the term of this Lease in good repair, working order and condition at its expense. Lessee shall use and maintain the Equipment in accordance with the laws and ordinances of the United States of America, the State of Indiana and all other proper governmental authorities. Lessee shall have the right, without the consent of Lessor, to make all alterations, modifications and additions and to do all improvements it deems necessary or desirable to the Equipment which do not reduce the rental value thereof. At the end of the term of this Lease, Lessee shall deliver the Equipment to Lessor in as good condition as at the beginning of the term of this Lease, reasonable wear and tear excepted. Equipment or other personal property which becomes worn out or obsolete may be discarded or sold by Lessee. Lessee need not replace such personal property, but may replace such property at its own expense, which replacement property shall belong to Lessee. The proceeds of the sale of any personal property covered by this Lease shall be paid to the Trustee. Lessee may trade in any obsolete or worn out personal property or replacement property which will belong to Lessee upon payment to the Trustee of an amount equal to the trade-in value of such property. The Equipment shall at all times remain personal property, regardless of whether the Equipment is affixed to realty.

6. INSURANCE. Lessee, at its own expense, shall, during the term of this Lease, keep the Equipment insured against physical loss or damage, however caused, with such exceptions as are ordinarily required by insurers of personal property or equipment of a similar type, with good and responsible insurance companies approved by Lessor. Such insurance shall be in an amount at least equal to the greater of (i) the option to purchase price as set forth in Section 9 hereof, and (ii) one hundred five percent (105%) of the full replacement cost of the Equipment as certified by someone with experience appraising personal property the same as or similar to the Equipment, selected by Lessor, on the effective date of this Lease and on or before the first day of April of each year thereafter, provided, such certification shall not be required so long as the amount of such insurance shall be at least equal to the amount specified in (i) above. Such policy shall be for the benefit of all persons having an insurable interest in the Equipment, and shall be made payable to Lessor or to such other person or persons as Lessor may designate. Such policy shall be countersigned by an agent of the insurer who is a resident of the State of Indiana, and such policy, together with a certificate of the insurance commissioner of the State of Indiana certifying that the persons countersigning such policy is duly qualified in the State of Indiana as resident agents of the insurers on whose behalf they may have signed, and the certificate of the engineer hereinbefore referred to, shall be deposited with Lessor. If, at any time, Lessee fails to maintain insurance in accordance with this Section 6, such insurance may be obtained by Lessor and the amount paid therefor shall be added to the amount of rental payable by Lessee under this Lease; provided, however, that Lessor shall be under no obligation to obtain such insurance and any action or non-action of Lessor in this regard shall not relieve Lessee of any consequence of its default in failing to obtain such insurance. Subject to the general requirements for insurance policies set forth above, Lessee shall also at its own expense, but only if the same is available and may be purchased at a reasonable price as determined by Lessee, purchase rent or rental value insurance in an amount equal to the full rental value of the

Equipment for a period of one (1) year against physical loss or damage of the type insured against as described above.

7. ASSIGNMENT AND SUBLETTING. Lessee shall not assign this Lease or sublet the Equipment without the written consent of Lessor. Lessor shall not assign this Lease without the written consent of Lessee, except to the extent provided in the Indenture.

8. TAX COVENANT. Notwithstanding any other provision of this Lease to the contrary, Lessee shall not take any action or fail to take any action with respect to its use of the Equipment that would result in loss of the exclusion from gross income of interest paid on the Bonds under the Code, which Bonds, when initially issued and sold, were the subject of an opinion of bond counsel to the effect that interest thereon was excludable from gross income under the Code. Any agreement entered into by Lessee with respect to the Equipment that would result in a loss of the exclusion from gross income of interest paid on such Bonds under the Code shall be of no force or effect and shall not convey any rights or impose any obligation in respect to it, at law or in equity.

9. OPTION TO PURCHASE.

(a) Lessor hereby grants to Lessee the right and option, on any date prior to the expiration of this Lease, upon written notice to Lessor, to purchase the Equipment at a price equal to the amount required to enable Lessor to liquidate by paying all indebtedness, including the Bonds, with accrued and unpaid interest to the date on which such indebtedness will be redeemed and all premiums payable on the redemption thereof, by redeeming and retiring all memberships, if any, at stated value, and by paying the expenses and charges of liquidation and the cost of transferring the Equipment.

(b) Upon request of Lessee, Lessor shall furnish an itemized statement setting forth the amounts required to be paid by Lessee on the next rental payment date in order to purchase the Equipment in accordance with Section 9(a) hereof.

(c) If Lessee exercises its option to purchase, it shall pay to the Trustee that portion of the purchase price which is required to pay the Bonds, including all premiums payable on the redemption thereof and accrued and unpaid interest. Such payment shall not be made until the Trustee gives to Lessee a written statement that such amount will be sufficient to retire the Bonds, including all premiums payable on the redemption thereof and accrued and unpaid interest.

(d) The remainder of such purchase price shall be paid by Lessee to Lessor. Nothing herein contained shall be construed to provide that Lessee shall be under any obligation to purchase the Equipment, or under any obligation in respect to any creditors, shareholders or other security holders of Lessor.

(e) Upon the exercise of the option to purchase granted herein, Lessor will upon such payment of the option price deliver, or cause to be delivered, to the Lessee documents conveying to the Lessee all of the Lessor's title to the property being purchased, as such property then exists, subject to the following: (i) those liens and encumbrances (if any) to which title to

said property was subject when conveyed to Lessor; (ii) those liens and encumbrances created by the Lessee or to the creation or suffering of which the Lessee consented, and liens for taxes or special assessments not then delinquent; and (iii) those liens and encumbrances on its part contained in this Lease. In the event of purchase of the Equipment by the Lessee or conveyance of the same to the Lessee, the Lessee shall procure and pay for all required costs of transfer, and shall furnish at the Lessee's expense all tax payments required for the transfer of title.

10. OPTION TO RENEW. Lessor hereby grants to Lessee the right and option to renew this Lease for a further like, or lesser, term, upon the same or like conditions as herein contained, and Lessee may exercise this option by written notice to Lessor given prior to the expiration of this Lease.

11. TRANSFER TO LESSEE. In the event Lessee has not exercised its option to purchase the Equipment in accordance with Section 9 hereof and has not exercised its option to renew this Lease in accordance with Section 10 hereof, then, upon expiration of this Lease and upon full performance by Lessee of its obligations under this Lease, the Equipment shall become the absolute property of Lessee, and, upon Lessee's request, Lessor shall execute proper instruments conveying to Lessee all of Lessor's title thereto.

12. DEFAULTS.

(a) If Lessee shall default in the (i) payment of any rentals or other sums payable to Lessor hereunder, or (ii) observance of any other covenant, agreement or condition hereof and such default shall continue for ninety (90) days after written notice to correct the same, then, in any of such events, Lessor may proceed to protect and enforce its rights by suit or suits in equity or at law in any court of competent jurisdiction, whether for specific performance of any covenant or agreement contained herein or for the enforcement of any other appropriate legal or equitable remedy, or may authorize or delegate the authority to file a suit or make appropriate claims, or Lessor, at its option, without further notice, may terminate the estate and interest of Lessee hereunder, and it shall be lawful for Lessor forthwith to resume possession of the Equipment and Lessee covenants to surrender the same forthwith upon demand.

(b) The exercise by Lessor of the above right to terminate this Lease shall not release Lessee from the performance of any obligation hereof maturing prior to Lessor's actual entry into possession. No waiver by Lessor of any right to terminate this Lease upon any default shall operate to waive such right upon the same or other default subsequently occurring.

13. NOTICES. Whenever either party shall be required to give notice to the other under this Lease, it shall be sufficient service of such notice to deposit the same in the United States mail, in an envelope duly stamped, registered and addressed to the other party, at its last known address.

14. SUCCESSORS OR ASSIGNS. All covenants in this Lease, whether by Lessor or Lessee, shall be binding upon the successors and assigns of the respective parties hereto.

15. SEVERABILITY. In the case any section or provision of this Lease, or any covenant, stipulation, obligation, agreement, act or action, or part thereof, made, assumed, entered into or taken under this Lease, or any application thereof, is for any reason held to be illegal or invalid, or is at any time inoperable, that illegality or invalidity or inoperability shall not affect the remainder hereof or any other section or provision of this Lease or any other covenant, stipulation, obligation, agreement, act or action, or part thereof, made, assumed, entered into or taken under this Lease, which shall be construed and enforced as if that illegal or invalid or inoperable portion were not contained herein.

16. TABLE OF CONTENTS; CAPTIONS. The table of contents appended to this Lease and the captions included throughout this Lease are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Lease.

17. CONSTRUCTION OF COVENANTS. Lessor was organized for the purpose of acquiring and installing the Equipment and leasing the same to Lessee under the provisions of Indiana Code 36-1-10. All provisions herein contained shall be construed in accordance with the provisions of said statutes, and to the extent of inconsistencies, if any, between the covenants and agreements in this Lease and provisions of said statutes, the provisions of said statutes shall be deemed to be controlling and binding upon Lessor and Lessee.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed for and on their behalf as of the day and year first hereinabove written.

LESSEE

CITY OF FORT WAYNE, INDIANA,

By: \_\_\_\_\_  
Paul Helmke, Mayor

ATTEST:

\_\_\_\_\_  
Sandra E. Kennedy, Clerk

LESSOR

FORT WAYNE COMMUNICATIONS  
LEASING CORP.

By: \_\_\_\_\_  
\_\_\_\_\_, President

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Secretary

EXHIBIT A  
TO LEASE BETWEEN  
FORT WAYNE COMMUNICATIONS LEASING CORP., LESSOR,  
AND CITY OF FORT WAYNE, INDIANA, LESSEE

DESCRIPTION

TELECOMMUNICATIONS EQUIPMENT

KLF:

Internal Wiring:

Police Operations Center (POC)

City-County Building (CCB)

Fiber Electronics, or Multiplexors for CCB, POC, and Lafayette Complex

Cable Management System

GTE:

Automatic Call Distribution System

PCs and Software-26

External Fiber Optic Cable

Telephone Instruments and Consoles

Fiber Backbone-CCB and POC

Orbitel Call Accounting System

Digital Ports

UNITED TELECOMMUNICATIONS:

Centigram Voice Mail

Video Conference Center

EXHIBIT B  
TO LEASE BETWEEN  
FORT WAYNE COMMUNICATIONS LEASING CORP., LESSOR,  
AND CITY OF FORT WAYNE, INDIANA, LESSEE

LEASE RENTAL SCHEDULE

| <u>Date</u>  | <u>Amount</u> |
|--|---------------|
| January 12, 1995 (or other date on which<br>first rental payment is due pursuant<br>to Section 2 of the Lease) | \$ 193,000    |
| each rental payment thereafter to and including<br>July 12, 2001 (13 payments)                                 | 139,000       |
| TOTAL  | \$ 2,000,000  |

EXHIBIT C  
TO LEASE BETWEEN  
FORT WAYNE COMMUNICATIONS LEASING CORP., LESSOR,  
AND CITY OF FORT WAYNE, INDIANA, LESSEE

ADDENDUM TO LEASE  
FORT WAYNE COMMUNICATIONS LEASING CORP., LESSOR,  
AND CITY OF FORT WAYNE, INDIANA, LESSEE

THIS ADDENDUM ("Addendum"), entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 1994, between the Fort Wayne Communications Leasing Corp., an Indiana municipal corporation ("Lessor"), and the City of Fort Wayne, Indiana, a municipal corporation existing under the laws of the State of Indiana ("Lessee");

WITNESSETH:

WHEREAS, Lessor entered into a lease with Lessee dated as of \_\_\_\_\_, 1994 (the "Lease"); and

WHEREAS, it is provided in the Lease that there shall be endorsed thereon the adjusted rental.

NOW, THEREFORE, IT IS HEREBY AGREED, CERTIFIED AND STIPULATED by the undersigned that the adjusted rental is set forth on Appendix I attached hereto.

IN WITNESS WHEREOF, the undersigned have caused this Addendum to be executed for and on their behalf as of the day and year first above written.

LESSEE

CITY OF FORT WAYNE, INDIANA,

By: \_\_\_\_\_  
Paul Helmke, Mayor

ATTEST:

\_\_\_\_\_  
Sandra E. Kennedy, Clerk

LESSOR

FORT WAYNE COMMUNICATIONS  
LEASING CORP.

By: \_\_\_\_\_  
\_\_\_\_\_, President

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Secretary

Appendix I to Addendum to Lease

Rental Schedule

Payment Date

Amount

EXHIBIT D  
TO LEASE BETWEEN  
FORT WAYNE COMMUNICATIONS LEASING CORP., LESSOR,  
AND CITY OF FORT WAYNE, INDIANA, LESSEE

ADDENDUM TO LEASE  
FORT WAYNE COMMUNICATIONS LEASING CORP., LESSOR,  
AND CITY OF FORT WAYNE, INDIANA , LESSEE

THIS ADDENDUM ("Addendum"), entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_, between the Fort Wayne Communications Leasing Corp., an Indiana corporation ("Lessor"), and the City of Fort Wayne, Indiana, a municipal corporation existing under the laws of the State of Indiana ("Lessee");

WITNESSETH:

WHEREAS, Lessor entered into a lease with Lessee dated as of \_\_\_\_\_, 1994 (the "Lease"); and

WHEREAS, it is provided in the Lease that there shall be endorsed thereon the date the acquisition of the Equipment, as defined therein, or a discrete, functional part thereof, is complete and such Equipment is ready for use.

NOW, THEREFORE, IT IS HEREBY AGREED, CERTIFIED AND STIPULATED by the undersigned that the date the Equipment is complete and ready for use is \_\_\_\_\_, 199\_\_.

IN WITNESS WHEREOF, the undersigned have caused this Addendum to be executed for and on their behalf as of the day and year first above written.

LESSEE

CITY OF FORT WAYNE, INDIANA,

By: \_\_\_\_\_  
Paul Helmke, Mayor

ATTEST:

\_\_\_\_\_  
Sandra E. Kennedy, Clerk

LESSOR

FORT WAYNE COMMUNICATIONS  
LEASING CORP.

By: \_\_\_\_\_, President

ATTEST:

\_\_\_\_\_, Secretary



# The City of Fort Wayne

Paul Helmke, Mayor

## MEMORANDUM

### LAW DEPARTMENT

**TO:** MEMBERS OF COMMON COUNCIL

**FROM:** J. TIMOTHY MCCAULAY, CORPORATION COUNSEL

**DATE:** April 11, 1994

**SUBJECT:** TELECOMMUNICATIONS SYSTEM LEASE FINANCING

---

This Ordinance represents the final approval of the new telecommunications systems lease after the Public Hearing is held on April 26, 1994.

*J-94-04-19*

BILL NO. S-94-04-19

REPORT OF THE COMMITTEE ON  
FINANCE  
CLETUS R. EDMONDS - DONALD J. SCHMIDT - CO-CHAIR  
ARCHIE L. LUNSEY  
DAVID C. LONG

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) of the Common Council of the  
the City of Fort Wayne, Indiana approving execution of lease and matters  
related thereto

HAVE HAD SAID (ORDINANCE) (RESOLUTION) UNDER CONSIDERATION  
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID  
(ORDINANCE) (RESOLUTION)

DO PASS

DO NOT PASS

ABSTAIN

NO REC

Sam Talarico

OSB

Robert Cayao

Archie L. Lunsey

Cletus R. Edmonds

Janet Bradbury

DATED: 7-26-94.

Sandra E. Kennedy  
City Clerk